



HCF 2/23/04

Aetna Health Inc.
Aetna Health of California
Aetna Dental of California
Aetna Life Insurance Company
1200 West 7th Street, 5th Floor
Los Angeles, CA 90017

Joel Reed
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February 17, 2004

Mark Fukuhara
Administrator
Hawaii Public Employees Health Fund
No. 1 Capitol District Building
250 S Hotel Street, Room 106
Honolulu, HI 96813

Re: Life Insurance Policy – GP 881930

Dear Mark:

I am pleased to enclose herewith the Group Life Insurance Policy, GP 881930, issued to Hawaii Employer – Union Health Benefits Trust Fund.

Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to be "Joel Reed", written over a circular stamp.

Joel Reed
Aetna Inc.

Cc: John Garner, Garner Consulting

Encl.

Your Group Policy

This is your Group Policy. This policy is written as a wraparound policy. We feel certain that you will be pleased with this new format.

A “wraparound” consist of:

A policy “shell” containing general provisions relating to policyholder/insurance company matter; and

A certificate (including the Summary of Coverage) containing the complete plan of benefits.

As changes in the plan occur, new or replacement pages will be issued. When necessary, a new or replacement certificate, Summary of Coverage (SOC) or amendment will be attached to a cover rider.

Filing Procedures:

Change in Policy “Shell”

1. File new or replacement policy pages in the policy “shell” in the proper numerical sequence. A cover rider will accompany these pages.
2. File the cover rider with any policy pages being replaced behind the tab labeled “Historical.”

Changes in Certificate

1. File new or replacement certificates, SOC's, or amendments in the pocket behind the tab labeled “Current Booklet.”
2. File any certificates, SOC's, or amendments being replaced in the pocket behind the tab labeled “Historical Booklets.” A storage box labeled “Historical Booklets” is also available to store historical certificates, SOC's, and amendments. Please contact your Employee Benefits Representative if this would be helpful. All certificates, SOC's, and amendments should be retained for historical reference.



Policyholder No. 881930

Group Life Insurance Policy

a contract between

Aetna Life Insurance Company

(A Stock Company herein called Aetna)

and

Hawaii Employer-Union Health Benefits Trust Fund

(Policyholder)

Policy Number: GP-881930

Date of issue: December 3, 2003

To take effect: July 1, 2003

Policy delivered in: Hawaii

This policy will be construed in line with the law of the jurisdiction in which it is delivered.

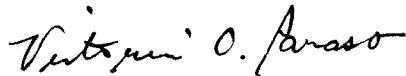
Based on timely premium payments by the Policyholder, Aetna agrees with the Policyholder, to pay benefits in line with the policy terms.

The duties and the rights of all persons will be based solely on policy terms. This policy is non-participating.

Signed at Aetna's Home Office in Hartford, Connecticut on the date of issue.



President



Registrar

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Part I

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Policy Contents

This policy consists of:

The Face Page, Index, this Policy Contents page, and all the provisions of Parts I and II;
and

The provisions found in the Certificate(s) listed in this section.

The words "you" or "your" in any Certificate included in this policy, will refer to a covered Employee.

The Certificate(s) included in this policy are as follows:

A "Certificate" consists of a Certificate Base document ("Cert. Base") and any Summary of Coverage ("SOC") or Certificate Rider ("Rider") which may be issued to support or amend the Cert. Base.

Identification	Issue Date	Effective Date
Cert. Base: 1	December 3, 2003	July 1, 2003 (Life-Active Employees
SOC: 1A	December 3, 2003	July 1, 2003
Cert. Base: 2	December 3, 2003	July 1, 2003 (Life-Retired Employees)
SOC: 2A	December 3, 2003	July 1, 2003

Part I

Eligible Classes

All classes of employees of a Member Employer are eligible except those who are:

Part-time;

Temporary;

Substitute; or

In a class for which a Certificate is not in this policy.

An employee is eligible only for the coverages shown in the Certificate which applies to his class.

If a Member Employer is a partnership or proprietorship, each of its natural-person partners, or the proprietor, will be deemed to be an employee. This applies only if the person is working on a mostly full-time basis for the Employer.

Change In Amounts

Employee Coverage (Contributory)

Earnings or Status Change

If, at any time, the employee's rate of earnings or status changes so as to warrant an amount of contributory coverage other than that for which the employee is then covered, the amount of his or her coverage will be changed as follows:

A reduction will be effective:

On the date the employee requests it under Life Insurance and Accidental Death and Personal Loss Coverage.

On the date of the earnings or status change under all other coverages.

An increase will be effective on the date of the earnings or status change. For any coverage other than Health Expense Coverage, the Active Work Rule must be met. The employee may refuse an increase in Life Insurance or Accidental Death and Personal Loss Coverage. This must be done within 31 days of the date it would have taken effect. If refused, no other increase because of the earnings or status change will be made until the date Aetna gives written consent.

Schedule or Benefit Level Change

If, at any time, any schedule or the level of any benefit is changed so as to warrant an amount of contributory coverage other than that for which the employee is then covered, the amount of coverage will be changed to the new amount. For any coverage other than Health Expense Coverage, an increase will be subject to the Active Work Rule.

The employee may refuse an increase in Life Insurance and Accidental Death and Personal Loss Coverage. This must be done within 31 days of the date it would have taken effect. If the employee later elects the increase, it will be made on the date Aetna gives written consent.

Change In Amounts (Continued)

Employee Coverage (Contributory) (Continued)

All Changes

A retroactive change in an employee's rate of earnings or status will not result in a retroactive change in coverage. Any change in coverage will be effective on the date the change in earnings or status is made.

This section will not apply to any reductions due to reaching a stated age or due to retirement.

Employee Coverage (Non-Contributory)

Earnings, Status, Schedule, or Benefit Level Change

If, for any reason and at any time, the employee's rate of earnings, or the employee's status, or any schedule, or the level of any benefit is changed so as to warrant an amount of non-contributory coverage other than that for which the employee is then covered, the amount of his or her coverage will be changed to the new amount. For any coverage other than Health Expense Coverage, an increase will be subject to the Active Work Rule.

A retroactive change in an employee's rate of earnings or status will not result in a retroactive change in coverage. Any change in coverage will be effective on the date the change in earnings or status is made.

This section will not apply to any reductions due to reaching a stated age or due to retirement.

Other Changes

Employee Coverage

Addition or Deletion of a Benefit

Except as set forth in the next paragraph, if any benefit becomes applicable to an employee who is already covered under the policy, that employee will be eligible for that benefit right away. Coverage will be effective in line with the Eligibility provisions as described elsewhere in this policy. For any coverage other than Health Expense Coverage, this includes the Active Work Rule.

If any benefit no longer applies to an employee, coverage for that benefit will stop right away for that employee.

Change in Eligibility Date

An increase in any required period of service will apply only to an employee who enters service on or after the effective date of the increase. A decrease in any required period of service will permit an employee to become eligible on the effective date of the decrease if he or she then has worked the new period of service. Otherwise he or she is eligible on the date he or she completes it.

Change in Age Reduction Rule

If an Age Reduction Rule is changed and an employee is eligible for an increase in coverage due to such change, such increase shall be effective only if Aetna gives its written consent.

Special Provisions

Active Work Rule

This Active Work Rule does not apply to any Health Expense Coverage.

If the employee is ill or injured and away from work on the date any of his or her Employee Coverage (or any increase in such coverage) would become effective, the effective date of coverage (or increase) will be held up until the date he or she goes back to work for one full day.

Special Provisions (Continued)

Effect of Prior Coverage - Transferred Business

If the coverage of any family member under one or more benefit sections replaces any prior coverage in effect for the member, the rules below will apply.

"Prior Coverage" is any plan of group life insurance carried or sponsored by a Member Employer or its predecessor. It was provided by any carrier other than Aetna (i.e., transferred business). It has been replaced as a whole or in part, as to the class of employees of which the employee is a member, by coverage under one or more benefit sections of this policy. Any such plan shall be "prior coverage" whether provided by group insurance or by any other arrangement of group coverage.

If an employee or his or her beneficiary becomes entitled to claim under the prior coverage, his or her Life Insurance under this policy will be canceled. This will take place as of the date it took effect. Any premiums paid for his or her Life Insurance under this policy will be refunded to the Policyholder.

The Active Work Rule will not apply on the day after the date the employee's prior coverage terminates. The amount of his life or her insurance will be the amount in effect under the prior coverage on the day before he or she becomes insured for Life Insurance under this policy.

Any Age Reduction Rule or Retirement Rule will apply to the employee if:

the Rules do not provide a greater amount of Life Insurance than his or her amount under the prior coverage; or

his or her life insurance had not been reduced under the prior coverage due to age or retirement.

If the employee does not return to active work within 12 months from the date Life Insurance goes into effect, Life Insurance will cease at the end of such 12 month period. This will happen unless such employee is eligible as a permanently and totally disabled employee under the terms of Special Provisions for Permanently and Totally Disabled Employees.

Special Provisions (Continued)

Effect of Prior Coverage - Transferred Business (Continued)

The Policyholder shall make a payment to Aetna for each employee to whom this provision applies. It shall be an amount equal to 100% of the employee's Life Insurance, as to an employee who dies while this provision applies to the employee.

This payment shall be made on the first day of the fifth month after the end of the policy year which follows the date of the death of the employee while this provision applies to him or her.

This provision shall terminate as to an employee if:

his or her Life Insurance terminates; or

he or she meets the Active Work Rule.

If he or she stays insured or again becomes eligible, this policy shall apply to him or her as though this provision were not included.

Part II

Policyholder and Insurance Company Matters

Declarations

The first "policy month" starts on July 1, 2003.
Each subsequent policy month starts on the first
of a calendar month.

The first "policy year" starts on July 1, 2003
and ends on June 30, 2006.
Each subsequent policy year starts on a July 1.
It ends on a June 30.

Member Employers

Member Employers are those employers which are included under this policy by written
agreement between the Policyholder and Aetna.

An employer may be a Member Employer if not against the law of the jurisdiction in
which this policy is delivered.

The Policyholder may act for all Member Employers in all policy matters. Each such act,
or agreement made between Aetna and the Policyholder, or notice given by one to the
other will be binding on all the Employers.

Data Required

The Policyholder and each Member Employer must give Aetna all data required as to
policy matters. All data which may have a bearing on insurance or premiums will be
open for Aetna to inspect while this policy is in force. Also, they must be open until the
final rights and duties under this policy have been resolved.

Policyholder and Insurance Company Matters (Continued)

Clerical Error

A clerical error in keeping records; or a delay in making an entry; will not alone decide if insurance is valid. An equitable adjustment in premiums will be made when the error or delay is found. If the clerical error affects:

the existence; or

amount:

of insurance, the facts as determined by Aetna will be used to decide if insurance is in force and its amount.

Misstatements

If any fact as to a person to whom the insurance relates is found to have been misstated, a fair change in premiums will be made. If the misstatement affects the existence or amount of insurance, the true facts will be used to decide if insurance is in force and its amount.

Policyholder and Insurance Company Matters (Continued)

Duties of the Policyholder

The Policyholder and each Member Employer must give Aetna such information as Aetna may reasonably require to administer this policy and must agree to:

Maintain a reasonably complete record of such information in electronic or hard copy format, including but not limited to:

evidence of eligibility;

changes to such elections; and

terminations;

for at least seven years or until the final rights and duties under this policy have been resolved; and to make such information available to Aetna upon request.

Obtain from:

the Policyholder; and

each Member Employer.

a "Disclosure of Healthcare Information" authorization in the form currently being used by Aetna in the enrollment process; or such other form as Aetna may reasonably approve.

The information shall be provided when requested:

on Aetna forms; or

such other forms as Aetna may approve.

All data which may have a bearing on insurance or premiums will be open for Aetna to inspect while this policy is in force.

The Policyholder must notify employees of the termination of the policy in compliance with all applicable laws. However, Aetna reserves the right to notify employees of termination of the policy for any reason, including non-payment of premium. The Policyholder shall provide written notice to employees of their rights upon termination of coverage.

The Policyholder must:

notify all eligible employees of their right to continue coverage under COBRA and any applicable state law; and

provide notification to each employee within 15 days after termination of coverage, of their conversion right, including:

a description of plans available;

premium rates;

and application forms.

Policyholder and Insurance Company Matters (Continued)

Non-Discrimination

In the management of this policy, the Policyholder and the Member Employers:

will make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the coverages provided by the policy based on health status or risk.

will act so as not to discriminate unfairly between persons in like situations at the time of the action.

Aetna can rely on such action. It will not have to probe into the details.

Certificates

Aetna will provide the Policyholder with either a supply of paper copies or electronic certificates. The Policyholder shall distribute or otherwise make the certificates available to each insured employee. The insurance in force will be set forth. Statements as to whom benefits are payable will appear. Any applicable Conversion Privilege will also be described.

Policy Changes

This policy may be amended by Aetna:

with 30 days written notice to the Policyholder; or

by written agreement between Aetna and the Policyholder.

The consent of any employee or other person is not needed. All agreements made by Aetna are signed by one of its executive officers. No other person can change or waive any of the policy terms or make any agreement binding Aetna. The Policyholder will not have to give written agreement of a change in the policy if:

- The Policyholder has asked for the change and Aetna has agreed to it.
- The change is needed to correct an error in the policy, including any certificate issued to anyone.
- The change is needed so that the policy will conform to any law, regulation or ruling of:
 - a jurisdiction that affects a person covered under this policy; or
 - the federal government.
- The change has been initiated by Aetna and is not resulting in either:
 - a reduction or elimination in benefits or coverage; or
 - an increase in premium.

Policyholder and Insurance Company Matters (Continued)

Policy Changes (Continued)

The Policyholder will have to give written agreement of a change in the policy:

that reduces or eliminates benefits or coverage; or

that increases benefits or coverage with a concurrent increase in premium during the policy term, except if the increased benefits or coverage is required by law.

Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this policy.

This policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This policy may also be amended by Aetna:

with 30 days written notice to the Policyholder; or

by written agreement between Aetna and the Policyholder.

The consent of any employee or other person is not needed. All agreements made by Aetna are signed by one of its executive officers. No other person can change or waive any of the policy terms or make any agreement binding Aetna.

Policyholder and Insurance Company Matters (Continued)

Contract

This policy and application of the Policyholder are the entire contract. A copy of the application is attached. All statements made by the Policyholder or an employee shall be deemed representations and not warranties. No written statement made by an employee shall be used by Aetna in a contest unless:

a copy of the statement is: or

has been furnished to:

the employee; or

his beneficiary; or

the person making the claim.

Aetna's failure to implement or insist upon compliance with any provision of this policy at any given time or times, shall not constitute a waiver of Aetna's right to implement; or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Incontestability

The validity of this policy shall not be contested, except for non-payment of premiums, after it has been in force for 2 years. No statement made by an employee about his insurability shall be used by Aetna in contesting the validity of the insurance as to which such statement was made if the insurance has been in force prior to the contest for 2 years during the employee's lifetime nor unless such statement is in written form signed by him.

Policyholder and Insurance Company Matters (Continued)

Premium Rates

Employee Life Insurance Coverage

Table of Premium Rates

Age on Birthday Nearest Beginning of the Policy Year	Monthly Premium Per \$ 1,000 of Insurance	
	Male	Female
15-19	\$.31	\$.10
20-24	.24	.07
25-29	.19	.08
30-34	.22	.12
35-39	.30	.15
40-44	.48	.22
45-49	.80	.38
50-54	1.38	.61
55-59	2.37	.92
60-64	2.44	1.00
65-69	4.21	1.76
70-74	6.81	3.19
75-79	10.00	5.28
80-84	15.07	9.04
85-89	21.60	15.08
90-94	31.03	23.43
95-99	56.99	47.87

For annual, semi-annual, or quarterly premiums multiply the above premium by 11.83, 5.96 or 2.99 respectively.

Policyholder and Insurance Company Matters (Continued)

Premium Rates (Continued)

Employee Life Insurance Coverage (Continued)

By agreement with the Policyholder, the premium rates are determined:

on the basis of an examination of the experience of the risk assumed; and

on reasonable assumptions as to:

interest;

mortality; and

expense.

The premium rate for Life Insurance Coverage for Active and Retired Employees is \$ 4.12 per Employee. The rate is subject to change as provided in this Part II. The premium rate is for a period of one month. The premium period is for a period of three years.

Policyholder and Insurance Company Matters (Continued)

Premium Rates (Continued)

Employee Life Insurance Coverage (Continued)

The premium rate may be figured again as of any premium-due date only:

By reason of a change in factors bearing on the risk assumed. Aetna must request this.

Once during any continuous 12 month period. The Policyholder must request this and give 60 days notice to Aetna.

The latest premium rate will be used to figure premiums until a new one is determined. Each premium due during the policy year will be figured by multiplying the amount of insurance in force at the start of the premium-paying period by the premium rate.

Policyholder and Insurance Company Matters (Continued)

Fees

In addition to the premium, Aetna may charge:

An installation fee upon:

initial installation of coverage; or

any significant change in installation, including but not limited to:

a substantial change in the number or composition of persons insured under this policy; or

a change in the method of reporting eligibility to Aetna.

A billing fee with each monthly premium bill. The billing fee may include a fee for the recovery of any surcharges for amounts paid through:

credit card;

debit card; or

other similar means.

A reinstatement fee if any or all coverage is terminated and later reinstated under this policy.

A conversion fee applied to each covered person electing conversion coverage. The conversion fee may be charged monthly based upon the number of covered persons electing conversion coverage during the previous month.

Policyholder and Insurance Company Matters (Continued)

Premiums Due - Experience Rating

The premium due under this policy on any premium due date will be the sum of the premium charges for the coverages then provided under this policy.

If premiums are payable monthly, any insurance becoming effective will be charged for from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which ceases will cease as of the first day of the policy month on; or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between:

the date premium charges start or cease; and

the end of the premium-paying period.

If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

The premium charges will be figured at the premium rates shown before. Aetna may change them due to:

Experience; or

a change in factors bearing on the risk assumed.

Each change shall be made by written notice to the Policyholder by Aetna.

No experience reduction or increase in premium rates shall become effective less than 12 months after the effective date of the group policy unless there is:

a significant change in factors bearing a material impact on the risk assumed by Aetna;
or

changes in applicable state or federal:

law;

policy;

regulation; or

a judicial decision;

Policyholder and Insurance Company Matters (Continued)

Premiums Due - Experience Rating (Continued)

having a material impact on the cost of providing the coverages then provided under this group policy. As used here, "group policy" shall be deemed to include any group policy previously issued by Aetna that has been replaced in whole or in part by this policy.

The Employee Life Insurance section of this policy sets forth the way in which the premium rates for such coverages will be figured.

Policyholder and Insurance Company Matters (Continued)

Premiums Due - Experience Rating (Continued)

At the end of a policy year, Aetna may declare an experience credit. The amount of each credit Aetna declares will be returned to the Policyholder. Upon request by the Policyholder, part or all of it will be applied against the payment of premiums or in any other manner as may be agreed to by the Policyholder and Aetna.

If the sum of employee contributions which have been made for group insurance exceeds the sum of premiums which have been paid for group insurance (after giving effect to any experience credits), the excess will be applied by the Policyholder for the sole benefit of employees. Aetna will not have to see to the use of such excess.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Aetna that comes up with about the same amount of premiums.

Aetna will not have to refund any premium for a period prior to:

The first day of the policy year in which Aetna receives proof that the refund should be made; or

The date 3 months before Aetna receives proof, if this produces a larger refund.

This applies even if the premium was paid in error.

Premium and Fees Due

Payment of Premiums and Fees

The Policyholder will pay premiums and fees in advance. They may be paid at Aetna's Home Office or to its authorized agent.

A premium is due to be paid on the first day of each policy month.

The Policyholder may change the number of premium payments as of a premium due date. This needs Aetna's written consent.

Aetna may accept a partial payment of premium without waiving its right to collect the entire amount due.

If the premiums and any fees are not paid by the Premium Due Date and before the end of the Grace Period, this policy will automatically terminate when the Grace Period ends. Aetna will require the Policyholder to pay interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate will be 1 1/2% per month for each:

Policyholder and Insurance Company Matters (Continued)

Premium and Fees Due (Continued)

Payment of Premiums and Fees (Continued)

month; or

partial month;

the balance remains unpaid. Aetna may recover from the Policyholder:

costs of collecting any unpaid premiums or fees; including reasonable attorney's fees;
and

costs of suit.

Retroactive Adjustments

Aetna may, at its discretion, make retroactive adjustments to the Policyholder's billings for the termination of employees not posted to previous billings. However, the Policyholder may only receive a maximum of 1 month's credit for employee terminations that occurred more than 30 days before the date the Policyholder notified Aetna of the termination. Aetna may reduce any such credits by the amount of any payments Aetna may have made on behalf of such employees before Aetna was informed their coverage had been terminated. Retroactive additions will be made at Aetna's discretion based upon eligibility guidelines stated in the certificate, and are subject to the payment of all applicable premiums.

Grace Period

A grace period of 31 days after the due date will be allowed the Policyholder for the payment of each premium and fee. If premiums and fees are not paid by the end of the Grace Period, the policy will automatically terminate at the end of the Grace Period.

Policyholder and Insurance Company Matters (Continued)

Discontinuance of Policy

The Policyholder may terminate this policy as to any or all coverage of all or any class of employees of any one or more Member Employers. A Member Employer may terminate this policy as to any or all coverage of all or any class of its employees. Aetna must be given written notice. The notice must state when such termination shall occur. It must be a date after the notice. It shall not be effective during a period for which a premium has been paid to Aetna as to the coverage.

Aetna may terminate this policy as to any or all coverage, other than Health Expense Coverage, which includes:

Comprehensive Medical Expense Coverage;

Major Medical Expense Coverage;

Prescription Drug Expense Coverage; and

Hospital Expense Benefit;

but does not include:

Comprehensive Dental Expense Coverage; and

Comprehensive Vision Expense Coverage;

of all or any class of employees or dependents of any one or more Member Employers by giving written notice of when it will terminate. The date shall not be earlier than 31 days after the date of the notice unless it is agreed to by the Policyholder and Aetna.

Comprehensive Medical Expense Coverage; Major Medical; Prescription Drug Expense Coverage; Hospital Expense Benefit may be terminated by Aetna as follows:

When the premium for the employees' coverage has not been paid. This right to terminate shall be in accordance with the Grace Period and Payment of Premiums and Fees provisions and is subject to the terms of any laws or regulations.

When the Policyholder ceases to meet the requirements for a group as defined under applicable state law or regulation.

Policyholder and Insurance Company Matters (Continued)

Discontinuance of Policy (Continued)

When the Policyholder fails to meet Aetna's contribution or participation requirements. Aetna may request:

certification of the Policyholder's compliance with Aetna's participation and contribution requirements; and

certification of group status.

prior to renewal. Aetna may exercise its right to non-renew if such certification is not provided.

When the Policyholder fails, without good cause, to perform in good faith its obligations under this policy including an act or practice that constitutes fraud or intentional misrepresentation of a material fact relevant to the coverage provided under this policy.

In accordance with any applicable state or federal law, rule or regulation.

When Aetna decides to discontinue offering:

a particular type of group health expense coverage; or

all its group health expense coverage in the state the policy is issued; provided all group health expense coverages issued or delivered for issuance in such state are discontinued and not renewed.

Except if Aetna discontinues offering a type of group health expense coverage, Aetna will give the Policyholder advance written notice of when it will terminate the policy. The date shall not be earlier than 31 days after the date of the notice unless it is agreed to by the Policyholder and Aetna.

If Aetna discontinues offering a particular type of group health expense coverage, it shall:

provide written notice to each affected employer, (and all covered employees and dependents), of the discontinuance within 90 days before such plans discontinue;

offer each affected employer the option, on a guaranteed issue basis; to purchase any other group health benefit plan currently being offered in that market; and

act uniformly without regard to the claims experience of the affected employers; or any health status-related factor relating to any covered employee or dependent who may become eligible for coverage.

If Aetna discontinues offering all its group health expense coverages, it shall provide written notice to each affected employer, (and all covered employees and dependents), of the discontinuance at least 180 days before such discontinuance.

Policyholder and Insurance Company Matters (Continued)

Discontinuance of Policy (Continued)

If:

This policy terminates as to any of the employees of a Member Employer; and

Premiums and fees have not been paid for the period this policy; or any coverage included was in force for those employees;

then the Policyholder and the Employer shall be jointly and severally liable to Aetna for the unpaid premiums and fees, including those due for the grace period. Employees shall also remain liable for employee cost sharing and other required contributions to coverage for any period of time the policy is in force during the Grace Period.

Aetna may request from the Policyholder, a written indication of their intention to renew or non-renew a policy at any time during the final three months of any policy year. If the Policyholder fails to reply to such request:

within two weeks of their receipt of the request; or

15 days prior to the renewal date;

whichever is later; then upon Aetna's written notice to the Policyholder, all or a part of the policy shall be deemed to terminate automatically as of the end of the policy year. Similarly, upon Aetna's written confirmation to the Policyholder, Aetna may accept an oral indication by:

the Policyholder; or

its agent or broker;

of intent to non-renew as the Policyholder's notice of termination of all or a part of the policy effective as of the end of the policy year.

Aetna may charge the Policyholder a reinstatement fee if any or all coverage is terminated; and later reinstated under this policy.

Policyholder and Insurance Company Matters (Continued)

Administrative Matters

Aetna has complete discretionary authority to review all denied claims for benefits under this policy. In performing its review, Aetna shall have discretionary authority to:

determine whether and to what extent employees and beneficiaries are entitled to benefits; and

construe any disputed or doubtful terms of this policy.

Aetna shall be deemed to have properly exercised such authority. It must not abuse its discretion by acting arbitrarily and capriciously. Aetna has the right to adopt reasonable:

policies;

procedures;

rules; and

interpretations;

of this policy to promote orderly and efficient administration.

The Policyholder shall be responsible for making reports and disclosures required by law or regulation. This includes the distribution of certificates and disclosures prepared by Aetna.

Aetna Life Insurance Company

Application For Group Coverage

Customer Number

881930

Application is hereby made to AETNA LIFE INSURANCE COMPANY, of Hartford, Connecticut for the kinds of group coverage specified below.

1 Applicant

Hawaii Employer-Union Health Benefits Trust Fund

Address

P.O. Box 150
Honolulu, HI 96810

2 The purpose of the application is to request

New Group Insurance Coverage

3 This application includes the following member employers (Any entry in conflict with applicable law cannot be included.)

_____	Located at	_____
_____	Located at	_____
_____	Located at	_____

4 All of the regular, full-time active employees of any employer mentioned above shall be eligible to participate as to the coverage hereby applied for, except the following (State here the class or classes excluded).

None

Retired employees

☒ are eligible

☐ are not eligible

5	FOR EMPLOYEES	FOR DEPENDENTS	KIND OF COVERAGE	MAXIMUM SCHEDULED AMOUNT
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Life Insurance *Dependent's Maximum subject to state law.	\$ 26,000
	<input type="checkbox"/>	<input type="checkbox"/>	Accidental Death & Dismemberment	\$
	<input type="checkbox"/>	Not Available	Long Term Disability	\$
	<input type="checkbox"/>	<input type="checkbox"/>	Medical Expense Coverage (specify type below e.g. POS, Com. Med)	\$
	<input type="checkbox"/>	<input type="checkbox"/>	Dental Expense Coverage	\$
	<input type="checkbox"/>	<input type="checkbox"/>	Other Health Medical Expense	\$
	<input type="checkbox"/>	<input type="checkbox"/>	Other	\$
	<input type="checkbox"/>	<input type="checkbox"/>	Waiver of employee actively-at-work and/or dependent non-confinement rules in accordance with Terms & Charges for non-health coverage in proposal dated:	

6 Agent(s) of Record (Note: If countersignature laws require commission sharing with a duly Licensed Resident Agent in another jurisdiction, this designation will be modified to the extent required by the law.)

John Garner of Garner Consulting, 35 North Lake Ave. Ste 720, Pasadena, CA 91101

7 It is requested that the policy(ies) or contract(s) be issued on the ☐ contributory ☒ non-contributory basis

The Applicant agrees that at no time shall any employee be permitted or required to contribute for non-contributory coverage; or, unless the change is approved in writing by the Insurance Company at its Home Office, to make contributions for contributory coverage at a rate higher than the initial contribution rate applicable for the employee's then current coverage. It is agreed that no coverage shall become effective as to any person who is not then a bona fide, full-time employee, regularly performing the duties of his or her occupation, unless otherwise specifically provided in the Group Policy or Contract. All statements herein shall be deemed representations and not warranties.

Signed at Oahu, Hawaii

June 2, 2003

Mwai - Quintero
Date
Witness

By

Hawaii Employer-Union Health Benefits Trust Fund

H. M. F. Fel
Applicant
Administrator / CEO
Official Title

Your premium purchases insurance coverage from Aetna, as well as the services of any Aetna-licensed independent agent or broker identified in the Application For Group Coverage. We appreciate your business and the opportunity to serve you.

**The Documents Behind This Tab Describe
Special Financial Agreements Or
Arrangements (Such As Split Or Flexible
Funded, Minimum Premium, X Fund
Letters, Etc.) Between Aetna And The
Policyholder.**

Your Group Plan

Hawaii Employer-Union
Health Benefits Trust Fund

Term Life
Active Employees

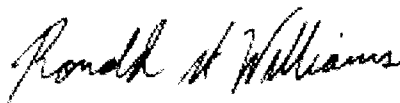
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General Information About Your Coverage.....	6
(Defines the Terms Shown in Bold Type in the Text of This Document.)	

Your Group Coverage Plan

This Plan is underwritten by the Aetna Life Insurance Company, of Hartford, Connecticut (called Aetna). The benefits and main points of the group contract for persons covered under this Plan are set forth in this Booklet. They are effective only while you are covered under the group contract.

If you become covered, this Booklet will become your Certificate of Coverage. It replaces and supersedes all Certificates issued to you by Aetna under the group contract.



President

Group Policy: GP-881930
Cert. Base: 1 - Term Life (Active Employees)
Issue Date: December 3, 2003
Effective Date: July 1, 2003

Life Insurance

This Plan will pay as a Life Insurance benefit the amount of Life Insurance in force for you if you die from any cause while insured. You name your beneficiary. You may change your choice at any time.

Accelerated Death Benefit

If, while covered under this Plan for Life Insurance you become terminally ill, you may request that Aetna pay an Accelerated Death Benefit (herein called ADB). Upon Aetna's approval of any such request, Aetna will pay to you the amount of ADB; subject to all of the following terms.

A person is terminally ill if the person:

- suffers from an incurable, progressive, and medically recognized disease or condition; and
- to a reasonable medical probability and based on a generally accepted prognostic protocol, will not survive more than the ADB Months beyond the date of the request for an ADB.

You may request an ADB at any time by completing an Aetna Request For Accelerated Death Benefit Form and submitting it to Aetna. The request must include the statement of a currently licensed United States physician that you are terminally ill.

The physician's statement must include:

- all medical test results;
- laboratory reports; and
- any other information on which the statement is based, including the generally accepted prognostic protocol used by the physician to determine your expected remaining life span.

Your request for an ADB must state the amount of the benefit requested. You may request as an ADB up to the ADB Percentage of the amount of Life Insurance then in force for you; but in no event may the requested amount of ADB be equal to:

- less than the ADB Minimum; or
- more than the ADB Maximum.

You may request an ADB under this Plan only once.

If, by assignment or otherwise, someone other than you is the owner of your Life Insurance Coverage, an ADB will not be available under this Plan for you.

If, during the ADB Months following the date of your request for an ADB, the amount of your Life Insurance would reduce due to the attainment of a specified age or retirement, the ADB amount will be calculated by multiplying the percentage that you have requested by the amount of Life Insurance that would remain in effect after any reduction.

The amount of ADB payable to you will be reduced by an interest charge equal to the sum of daily interest that would have accrued on such amount during ADB Months which begins on the date the ADB is paid.

The interest rate used to calculate the interest charge will not exceed the current yield on 90-day United States Treasury bills on the date the ADB payment is requested.

When your request for an ADB has been approved, the amount of Life Insurance then in force for you will be reduced by the amount of ADB that would have been payable in the absence of any interest charge. If your amount of Life Insurance has been so reduced, you will not be entitled to the Conversion of Life Insurance for the amount of Life Insurance that ceases because of the reduction by the amount of the ADB.

In considering your request for an ADB, Aetna may require you, at Aetna's expense, to submit to an independent medical exam by a physician chosen by Aetna. Aetna may suspend its review of a request for an ADB until the exam has been completed and the results submitted to Aetna.

Aetna may refuse your request for an ADB if:

- prior to Aetna's receipt of approval of the request:
 - the group contract terminates as to your Eligible Class (even though all or part of your Life Insurance Coverage continues for any reason); or
 - the entire amount of your Life Insurance ceases under the group contract for any reason; or
- prior to payment of the ADB, you die.

Upon approval by Aetna, the amount of ADB will be paid to you in a lump sum.

To the extent allowed by law:

- any ADB paid to you is exempt from any legal or equitable process for your debts; and
- you will not be required to request an ADB in order to satisfy claims of creditors.

Effect Of Benefits Under Other Plans

Effect of Prior Coverage - Transferred Business

If the coverage of any person under any part of this Plan replaces any prior coverage of the person, the rules below apply to that part.

"Prior coverage" is any plan of group insurance that has been replaced by coverage under part or all of this Plan; it must have been sponsored by your Employer (i.e., transferred business). The replacement can be complete or in part for the Eligible Class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this Plan.

A person's Life Insurance under this Plan replaces and supersedes any prior life insurance. It will be in exchange for everything under the prior life insurance. If you or your beneficiary become entitled to claim under the prior life insurance, your Life Insurance under this Plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance under this Plan will be returned to your Employer.

The mode of settlement you chose and the beneficiary you named under any prior Aetna life insurance plan will apply to this Plan. This can be changed according to the terms of this Plan.

General Information About Your Coverage

Termination of Coverage

Coverage under this Plan terminates at the first to occur of:

- The last day of the pay period in which employment ceases.
- When the group contract terminates as to the coverage.
- When you are no longer in an Eligible Class. (This may apply to all or part of your coverage.)
- When you fail to make any required contribution.

Your Employer will notify Aetna of the date your employment ceases for the purposes of termination of coverage under this Plan. This date will be either the date you cease active work or the day before the next premium due date following the date you cease active work. Your Employer will use the same rule for all employees. If you are not at work on this date due to one of the following, employment may be deemed to continue up to the limits shown below.

If you are not at work due to disease or injury, your employment may be continued until stopped by your Employer, but not beyond 12 months from the start of the absence.

If you are eligible as a permanently and totally disabled employee under the terms of the Eligibility section, your employment may be deemed to continue for Life Insurance while you remain eligible under that section.

If you are not at work due to lay-off or leave of absence, your coverage under this Plan will continue until the last day of the pay period in which the lay-off or leave of absence started.

The Summary of Coverage may show an Eligible Class of retired employees. If you are in that class, your employment may be deemed to continue:

- for any coverage shown in the Retirement Eligibility section; and
- subject to any limits shown in that section.

If no Eligible Class of retired employees is shown, there is no coverage for retired employees.

In figuring when employment will stop for the purposes of termination of any coverage, Aetna will rely upon your Employer to notify Aetna. This can be done by telling Aetna or by stopping premium payments. Your employment may be deemed to continue beyond any limits shown above if Aetna and your Employer so agree in writing.

If you cease active work, ask your Employer if any coverage can be continued.

Conversion of Life Insurance

If any of your Life Insurance ceases because your employment ceases or you are no longer in a class eligible for such insurance, or because of age, pension or retirement, the amount of insurance which ceases (or a lesser amount if desired) may be converted to an individual life insurance policy.

Your converted policy may be any kind of individual policy then customarily being issued by Aetna for the amount being converted and for your age (nearest birthday) on the date it will be issued, except a term policy or one with disability or other supplementary benefits.

When Life Insurance ceases because that part of the group contract discontinues as to your employee class, and insurance on the life of the person has been in force under the group contract for at least 5 years in a row prior to such discontinuance, the amount that ceases less the amount of any group life insurance for which the person becomes eligible within 31 days of discontinuance may be converted to an individual policy. The maximum amount that can be converted by each person in any event is \$ 2,000.

In order to convert, written application must be made for an individual policy and the first premium must be paid on it within 31 days after cessation of insurance for any of the above reasons.

No evidence of insurability will be required.

The individual policy will become effective at the end of the 31 day period during which conversion is possible.

The premiums for the converted policy will be at Aetna's then customary rates for the same policy issued to any other person of the same class of risk and age at the time the converted policy is to become effective.

After an individual policy becomes effective for any person, that policy will be in exchange for all benefits and privileges under the group contract as regards the person involved and the amount that could have been converted.

Life Insurance After Termination

In most cases a person can apply for an individual policy under the Conversion Privilege within 31 days after his or her Life Insurance ceases. If a person dies during this 31 days and before the individual policy goes into effect, the amount payable under the group contract is limited to the maximum that could have been converted. This limit applies even if he or she has not applied for or paid the first premium on the individual policy.

Additional Provisions

The following additional provisions apply to your coverage.

- You cannot receive multiple coverage under this Plan because you are connected with more than one Employer.
- In the event of a misstatement of any fact affecting your coverage under this Plan, the true facts will be used to determine the coverage in force.

This document describes the main features of this Plan. Additional provisions are described elsewhere in the group contract. If you have any questions about the terms of this Plan or about the proper payment of benefits, you may obtain more information from your Employer or, if you prefer, from the Home Office of Aetna.

Your Employer hopes to continue this Plan indefinitely but, as with all group plans, this Plan may be changed or discontinued with respect to all or any class of employees.

Assignments

Life Insurance may be assigned with the consent of Aetna.

Claims of Creditors

If allowed by law, Life Insurance benefits are exempt from legal or equitable process for your debts. This also applies to the debts of your beneficiary.

Beneficiaries

You may name or change your beneficiary by filing written request at your Employer's headquarters or at Aetna's Home Office. Ask your Employer for the forms. The naming or any change will take effect as of the date you execute the request. Aetna will be fully discharged of its duties as to any payment made by it before your request is received at its Home Office.

Any amount payable to a beneficiary will be paid to those you name. Unless you state to the contrary, if more than one beneficiary is named, they will share on equal terms.

If a named beneficiary dies before you, his or her share will be payable in equal shares to any other named beneficiaries who survive you.

If no named beneficiary survives you or if no beneficiary has been named, payment will be made as follows to those who survive you:

- Your spouse, if any.
- If there is no spouse, in equal shares to your children.
- If there is no spouse or child, to your parents, equally or to the survivor.
- If there is no spouse, child or parent, in equal shares to your brothers and sisters.
- If none of the above survives, to your executors or administrators.

Reporting of Claims

A claim must be submitted to Aetna in writing. It must give proof of your death or disability. Your Employer has claim forms. All claims should be reported promptly.

Payment of Benefits

Benefits will be paid as soon as the necessary proof to support the claim is received. For all benefits except any Temporary Disability Benefit, written proof must be provided. Any death benefit for your loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum unless you have elected an installment method which has been agreed to by Aetna. If you do not do so prior to your death, your beneficiary has this right before any payment is made. The methods of settlement allowed will be those offered by Aetna under the individual life insurance policies Aetna is issuing when the election is made.

If your beneficiary is a minor or, in Aetna's opinion, legally unable to give a valid release for payment of any Life Insurance benefit, the benefit will be payable to the guardian of the estate of the minor, or to the Custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law.

Some of the ways in which personal information is used include claim payment; utilization review and management; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at www.aetna.com.

**Continuation of Coverage
During an Approved Leave of
Absence Granted to Comply
With Federal Law**

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Aetna and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, your Employer may allow you to continue coverage for which you are covered under the group contract on the day before the approved FMLA leave starts.

At the time you request the leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If any coverage your Employer allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class.

If the group contract provides continuation of coverage (for example, upon termination of employment), you may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

If any coverage being continued terminates because your Employer determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Employer determines the approved FMLA leave is terminated.



Summary of Coverage

Policyholder: Hawaii Employer-Union Health Benefits Trust Fund

Employers: Employers who are the Policyholder's affiliates and are reported in writing to Aetna for inclusion under the Group Policy, if Aetna agrees to include them.

Group Policy: GP-881930

SOC: 1A

Issue Date: December 3, 2003

Effective Date: July 1, 2003

The benefits shown in this Summary of Coverage are available for you.

Eligibility

Employees

You are in an Eligible Class under this Plan if:

- you are a regular full-time employee or an employee working at least half-time or more for an Employer participating in this Plan; or
- you are a regular full-time employee employed under a collective bargaining agreement between your Employer and an affiliated local union which the trustees determine provides Life coverage under this Plan; and
- your Employer makes contributions to the Hawaii Employer-Union Health Benefits Trust Fund for your benefits.

With respect to regular full-time employees:

Your Eligibility Date, if you are then in an Eligible Class, is the Effective Date of this Plan. Otherwise, it is the date you commence active work for your Employer or, if later, the date you enter the Eligible Class.

With respect to employees working at least half-time or more:

Your Eligibility Date, if you are then in an Eligible Class, is the date you complete a period of 90 days of continuous service for your Employer.

Term Life - Active Employees

Eligibility For Life Insurance if Permanently and Totally Disabled

You may remain eligible for Life Insurance coverage, subject to change or termination as provided elsewhere in the group contract, if your Employer determines that you have become permanently and totally disabled, if:

- the total disability starts while you are insured, on or after the date this subsection applies to you and before you retire; and
- your Employer continues premium payments for this coverage.

This eligibility ceases on the date your Employer determines that you are no longer permanently and totally disabled, or you become qualified for retiree coverage.

Report a disease or injury to your Employer as soon as you can. Your Employer will help you determine if you qualify.

Enrollment Procedure

You will be required to enroll in a manner determined by Aetna and your Employer.

Effective Date of Coverage

Employees

Your Life Insurance coverage will take effect on your Eligibility Date.

Active Work Rule: If you happen to be ill or injured and away from work on the date your coverage would take effect, the coverage will not take effect until you return to full-time work for one full day. This rule also applies to an increase in your Life Insurance coverage.

Life Insurance

Schedule of Life Insurance

Employees

Schedule

Classification

Amount

All Employees under age 65	\$ 26,000
All Employees age 65 through 69	\$ 16,900
All Employees age 70 through 74	\$ 11,700
All Employees age 75 through 79	\$ 7,800
All Employees age 80 and over	\$ 5,200

Accelerated Death Benefit

Employees

ADB Months:	12
ADB Percentage:	75%
ADB Minimum:	\$ 5,000
ADB Maximum:	\$ 19,500

Adjustment Rule

If, for any reason, a person is entitled to a different amount of coverage, coverage will be adjusted as provided elsewhere in the group contract, except that an increase is subject to any Active Work Rule described in Effective Date of Coverage section of this Summary of Coverage.

Benefits for claims incurred after the date the adjustment becomes effective are payable in accordance with the revised plan provisions. In other words, there are no vested rights to benefits based upon provisions of this Plan in effect prior to the date of any adjustment.

General

This Summary of Coverage replaces any Summary of Coverage previously in effect under the group contract. Requests for amounts of coverage other than those to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

The insurance described in this Booklet-Certificate will be provided under Aetna Life Insurance Company policy form GR-29.

**KEEP THIS SUMMARY OF COVERAGE
WITH YOUR BOOKLET-CERTIFICATE**

Your Group Plan

Hawaii Employer-Union
Health Benefits Trust Fund

Term Life
Retired Employees

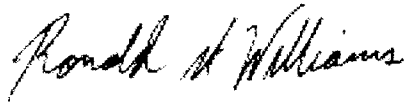
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(Defines the Terms Shown in Bold Type in the Text of This Document.)	

Your Group Coverage Plan

This Plan is underwritten by the Aetna Life Insurance Company, of Hartford, Connecticut (called Aetna). The benefits and main points of the group contract for persons covered under this Plan are set forth in this Booklet. They are effective only while you are covered under the group contract.

If you become covered, this Booklet will become your Certificate of Coverage. It replaces and supersedes all Certificates issued to you by Aetna under the group contract.



President

Group Policy: GP-881930
Cert. Base: 2 - Term Life (Retired Employees)
Issue Date: December 3, 2003
Effective Date: July 1, 2003

Life Insurance

This Plan will pay as a Life Insurance benefit the amount of Life Insurance in force for you if you die from any cause while insured. You name your beneficiary. You may change your choice at any time.

Effect Of Benefits Under Other Plans

Effect of Prior Coverage - Transferred Business

If the coverage of any person under any part of this Plan replaces any prior coverage of the person, the rules below apply to that part.

"Prior coverage" is any plan of group insurance that has been replaced by coverage under part or all of this Plan; it must have been sponsored by your Employer (i.e., transferred business). The replacement can be complete or in part for the Eligible Class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this Plan.

A person's Life Insurance under this Plan replaces and supersedes any prior life insurance. It will be in exchange for everything under the prior life insurance. If you or your beneficiary become entitled to claim under the prior life insurance, your Life Insurance under this Plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance under this Plan will be returned to your Employer.

The mode of settlement you chose and the beneficiary you named under any prior Aetna life insurance plan will apply to this Plan. This can be changed according to the terms of this Plan.

General Information About Your Coverage

Termination of Coverage

Coverage under this Plan terminates when the group contract terminates as to the coverage.

If your coverage ceases for any reason, contact your Employer immediately to find out what rights you may have under this Plan.

Conversion of Life Insurance

If any of your Life Insurance ceases because your employment ceases or you are no longer in a class eligible for such insurance, or because of age, pension or retirement, the amount of insurance which ceases (or a lesser amount if desired) may be converted to an individual life insurance policy.

Your converted policy may be any kind of individual policy then customarily being issued by Aetna for the amount being converted and for your age (nearest birthday) on the date it will be issued, except a term policy or one with disability or other supplementary benefits.

When Life Insurance ceases because that part of the group contract discontinues as to your employee class, and insurance on the life of the person has been in force under the group contract for at least 5 years in a row prior to such discontinuance, the amount that ceases less the amount of any group life insurance for which the person becomes eligible within 31 days of discontinuance may be converted to an individual policy. The maximum amount that can be converted by each person in any event is \$ 2,000.

In order to convert, written application must be made for an individual policy and the first premium must be paid on it within 31 days after cessation of insurance for any of the above reasons.

No evidence of insurability will be required.

The individual policy will become effective at the end of the 31 day period during which conversion is possible.

The premiums for the converted policy will be at Aetna's then customary rates for the same policy issued to any other person of the same class of risk and age at the time the converted policy is to become effective.

After an individual policy becomes effective for any person, that policy will be in exchange for all benefits and privileges under the group contract as regards the person involved and the amount that could have been converted.

Life Insurance After Termination

In most cases a person can apply for an individual policy under the Conversion Privilege within 31 days after his or her Life Insurance ceases. If a person dies during this 31 days and before the individual policy goes into effect, the amount payable under the group contract is limited to the maximum that could have been converted. This limit applies even if he or she has not applied for or paid the first premium on the individual policy.

Additional Provisions

The following additional provisions apply to your coverage.

- You cannot receive multiple coverage under this Plan because you are connected with more than one Employer.
- In the event of a misstatement of any fact affecting your coverage under this Plan, the true facts will be used to determine the coverage in force.

This document describes the main features of this Plan. Additional provisions are described elsewhere in the group contract. If you have any questions about the terms of this Plan or about the proper payment of benefits, you may obtain more information from your Employer or, if you prefer, from the Home Office of Aetna.

Your Employer hopes to continue this Plan indefinitely but, as with all group plans, this Plan may be changed or discontinued with respect to all or any class of employees.

Assignments

Life Insurance may be assigned with the consent of Aetna.

Claims of Creditors

If allowed by law, Life Insurance benefits are exempt from legal or equitable process for your debts. This also applies to the debts of your beneficiary.

Beneficiaries

You may name or change your beneficiary by filing written request at your Employer's headquarters or at Aetna's Home Office. Ask your Employer for the forms. The naming or any change will take effect as of the date you execute the request. Aetna will be fully discharged of its duties as to any payment made by it before your request is received at its Home Office.

Any amount payable to a beneficiary will be paid to those you name. Unless you state to the contrary, if more than one beneficiary is named, they will share on equal terms.

If a named beneficiary dies before you, his or her share will be payable in equal shares to any other named beneficiaries who survive you.

If no named beneficiary survives you or if no beneficiary has been named, payment will be made as follows to those who survive you:

- Your spouse, if any.
- If there is no spouse, in equal shares to your children.
- If there is no spouse or child, to your parents, equally or to the survivor.
- If there is no spouse, child or parent, in equal shares to your brothers and sisters.
- If none of the above survives, to your executors or administrators.

Reporting of Claims

A claim must be submitted to Aetna in writing. It must give proof of your death or disability. Your Employer has claim forms. All claims should be reported promptly.

Payment of Benefits

Benefits will be paid as soon as the necessary proof to support the claim is received. For all benefits except any Temporary Disability Benefit, written proof must be provided. Any death benefit for your loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum unless you have elected an installment method which has been agreed to by Aetna. If you do not do so prior to your death, your beneficiary has this right before any payment is made. The methods of settlement allowed will be those offered by Aetna under the individual life insurance policies Aetna is issuing when the election is made.

If your beneficiary is a minor or, in Aetna's opinion, legally unable to give a valid release for payment of any Life Insurance benefit, the benefit will be payable to the guardian of the estate of the minor, or to the Custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law.

Some of the ways in which personal information is used include claim payment; utilization review and management; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at www.aetna.com.



Summary of Coverage

Policyholder: Hawaii Employer-Union Health Benefits Trust Fund

Employers: Employers who are the Policyholder's affiliates and are reported in writing to Aetna for inclusion under the Group Policy, if Aetna agrees to include them.

Group Policy: GP-881930

SOC: 2A

Issue Date: December 3, 2003

Effective Date: July 1, 2003

The benefits shown in this Summary of Coverage are available for you.

Eligibility

Employees

You are in an Eligible Class if you are a retired employee as classified by your Employer, and you:

1. retired before the Effective Date of this Plan and were covered under the prior coverage for Life Insurance on the day before that date; or
2. retired on or after the Effective Date of this Plan.

Your Eligibility Date is the date you retire, but not before the later of the Effective Date of this Plan or the date you enter the Eligible Class.

The Life Insurance Benefits described in this Booklet-Certificate are not available to you or your beneficiary if a Life Insurance claim described in another Booklet-Certificate issued under the group policy is applicable.

Enrollment Procedure

You will be required to enroll in a manner determined by Aetna and your Employer.

Effective Date of Coverage

Employees

Your coverage will take effect on your Eligibility Date.

Term Life - Retired Employees

GR-9

0030-0120

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01/23/04

Life Insurance

Schedule of Life Insurance

Employees	Schedule Classification	Amount
	All Retired Employees	\$ 1,900

Adjustment Rule

If, for any reason, a person is entitled to a different amount of coverage, coverage will be adjusted as provided elsewhere in the group contract.

Benefits for claims incurred after the date the adjustment becomes effective are payable in accordance with the revised plan provisions. In other words, there are no vested rights to benefits based upon provisions of this Plan in effect prior to the date of any adjustment.

General

This Summary of Coverage replaces any Summary of Coverage previously in effect under the group contract. Requests for amounts of coverage other than those to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

The insurance described in this Booklet-Certificate will be provided under Aetna Life Insurance Company policy form GR-29.

**KEEP THIS SUMMARY OF COVERAGE
WITH YOUR BOOKLET-CERTIFICATE**



